

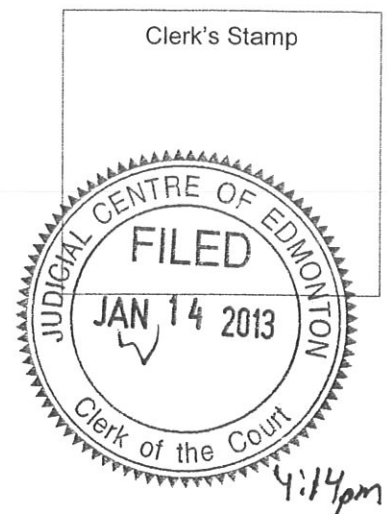
COURT FILE NUMBER 1203 16048 ✓
COURT COURT OF QUEEN'S BENCH OF ALBERTA
JUDICIAL CENTRE EDMONTON
PLAINTIFFS CAROL EDITH MACKECHNIE by her Litigation
Representation, ANDREW DOUGLAS
MACKECHNIE and HER MAJESTY THE
QUEEN IN RIGHT OF ALBERTA

DEFENDANTS EDMONTON NORTHLANDS operating as
NORTHLANDS PARK, EDMONTON
NORTHLANDS and THE CANADIAN
PROFESSIONAL RODEO ASSOCIATION

DOCUMENT STATEMENT OF DEFENCE

PARTIES FILING THIS DOCUMENT EDMONTON NORTHLANDS

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Statement of facts relied on:

1. Unless otherwise admitted in this Statement of Defence, Edmonton Northlands (hereinafter referred to as "this Defendant"), denies each and every allegation contained in the Statement of Claim as if each such allegation were set out separately and denied *seriatim*.
2. This Defendant admits paragraph 4 of the Statement of Claim, and adopts the terms "Bull," "Incident" and "CFR" as defined in the Statement of Claim, in this Statement of Defence.
3. This Defendant specifically denies that an Incident occurred in the manner alleged in paragraph 6 of the Statement of Claim, or at all.
4. This Defendant further specifically denies that it owed the Plaintiff, Carol Edith MacKechnie, a duty of care, as alleged in paragraph 7 of the Statement of Claim, or at all.
5. This Defendant further specifically denies that it, or its employees, were negligent, either individually or collectively, as alleged in paragraph 8 of the Statement of Claim, or at all.
6. This Defendant further specifically denies that the Plaintiff, Carol Edith MacKechnie, has sustained any losses, injuries or damages, as alleged in paragraphs 9 - 10 of the Statement of Claim, or at all.

Any matters that defeat the claim of the plaintiff(s):

7. Further, or in the alternative, if the Plaintiff, Carol Edith MacKechnie, has sustained any losses, injuries or damages as alleged in the Statement of Claim, or at all, which is not admitted but specifically denied, then this Defendant states that such losses, injuries or damages were not caused or contributed to by the conduct of either this Defendant or its employees.
8. Further, or in the alternative, if the Plaintiff, Carol Edith MacKechnie, has sustained any losses, injuries or damages as alleged in the Statement of Claim, or at all, which is not admitted but specifically denied, then this Defendant states that such losses, injuries or damages were caused solely, or substantially contributed to, by the negligence of the Plaintiff, Carol Edith MacKechnie, some particulars of which include:
 - a) Leaving the spectator area and entering the competition arena when it was unreasonable, unsafe or unnecessary to do so;
 - b) Engaging or attempting to restrain the Bull when it was unreasonable, unsafe or unnecessary to do so;
 - c) Failing to pay sufficient attention to her surroundings;
 - d) Failing to take any evasive action so as to decrease or preclude the likelihood of the Incident occurring;
 - e) Attending the CFR when her ability to do so safely was impaired by alcohol, drugs, fatigue or other causes;
 - f) Generally, failing to take any, or any adequate, care for her own safety; and
 - g) Such further and other particulars as shall be proven at the trial of this action.
9. Further, or in the alternative, if the Plaintiff, Carol Edith MacKechnie, has sustained any losses, injuries or damages as alleged in the Statement of Claim, or at all, which is not admitted but specifically denied, then this Defendant states that such losses, injuries or damages were caused solely, or substantially contributed to, by the negligence of the Defendant, The Canadian Professional Rodeo Association, or its employees, for whose negligence The Canadian Professional Rodeo Association is vicariously liable, some particulars of which include:
 - a) Failing to select appropriate employees, contestants, livestock and personnel for use in the CFR;
 - b) Failing to properly train or supervise the employees, contestants, livestock and personnel used in the CFR;
 - c) Participating in the CFR, or allowing employees, contestants, and personnel to participate in the CFR, when the ability to do so safely was impaired by alcohol, drugs, fatigue or other causes;
 - d) Selecting the Bull for use at the CFR when it was known, or ought reasonably to have been known,

that it was inappropriate and unsafe to do so;

- e) Failing to harness or corral the Bull prior to it jumping the fence, when there was ample time to do so; and
- f) Such further and other particulars as shall be proven at the trial of this action.

10. Further, or in the alternative, if the Plaintiff, Carol Edith MacKechnie, has sustained any losses, injuries or damages as alleged in the Statement of Claim, or at all, which is not admitted but specifically denied, then this Defendant states that:

- a) Such losses, injuries or damages were not reasonably foreseeable, and are too remote to be compensable;
- b) Such losses, injuries or damages were caused solely, or substantially contributed to, by physical or psychological conditions that pre-dated the Incident, co-existed with the Incident, post-dated the Incident, or are otherwise causally unrelated to it;
- c) The pre-incident medical history and post-incident reporting of symptoms upon which the diagnosis of the injuries are based were incomplete or inaccurate;
- d) The Plaintiff, Carol Edith MacKechnie, has failed to take any, or any reasonable, steps to mitigate any such losses, injuries or damages; and
- e) The damages claimed in the Statement of Claim are inappropriate and excessive.

11. Further, or in the alternative, this Defendant specifically denies that the Plaintiff, Her Majesty the Queen in Right of Alberta, has a valid claim for the cost of health care services provided to the Plaintiff, Carol Edith MacKechnie, either past or future, as alleged in paragraph 11 of the Statement of Claim, or at all.

12. In answer to the whole of the Statement of Claim, this Defendant states that if it did owe the Plaintiff, Carol Edith MacKechnie, a duty of care, statutory or otherwise, which is not admitted but specifically denied, then it satisfied any such duty at all times material hereto.

13. In further answer to the whole of the Statement of Claim, this Defendant states that:

- a) The Incident was a risk incidental to the event which the Plaintiff, Carol Edith MacKechnie, was attending;
- b) This Defendant took reasonable steps to warn the Plaintiff, Carol Edith MacKechnie, of such risk; and
- c) The Plaintiff, Carol Edith MacKechnie, was aware, or ought reasonably to have been aware, of such risk, which she voluntarily and willingly accepted.

14. This Defendant pleads and relies upon the provisions of the upon the *Tortfeasor's Act*, R.S.A. 2000, c.T-5, as amended, the *Occupiers Liability Act*, RSA 2000, c O-4, as amended, and the *Contributory Negligence Act*, R.S.A. 2000, c. C-27, as amended.

Remedy sought:

15. Dismissal of the Plaintiffs' claim; and
16. Costs of this action on a full indemnity basis.